



# Lake Superior Watershed Conservancy

## Participation Release of Liability & Assumption of Risk “The Agreement”

1. In consideration of being given the opportunity to participate in any on-water and near-water activities organized by the Lake Superior Watershed Conservancy (LSWC) (the “**Paddling Activities**”), each of the undersigned:

(a) acknowledge, agree and represent that he, she or they, as the case may be, understand:

- i) The nature of the Paddling Activities in which the undersigned will be participating
- ii) that the Paddling Activities may involve risks, dangers and hazards (the “**Risks**”) which may be caused by the actions or inactions of the undersigned, the actions or inactions of others participating in the Paddling Activities or the conditions in which the Paddling Activities take place; and
- iii) the undersigned who is participating in the Paddling Activities, is in good health and in proper physical condition to participate;

and by participating in the Paddling Activities, the undersigned hereby freely and fully accepts and assumes all the Risks. While particular guidelines, equipment and personal discipline may reduce this risk, the risk of serious injury does exist; from factors including, but not limited to weather; and, which include the possibility of personal injury, death, property damage or any loss resulting therefrom incurred as a result of the participation of the undersigned in the Paddling Activities; and

(b) irrevocably and unconditionally release the LSWC, its administrators, directors, agents, officers, volunteers, employees and lessors of premises where the Paddling Activities take place (collectively the “**Releasees**”) from all liabilities, claims, demands, actions or causes of action, loss or damages and all other claims whatsoever which the undersigned may have in the future against the Releasees for or by reason of any cause, matter or thing relating to the participation of the undersigned in the Paddling Activities (the “**Claims**”), other than any Claims resulting from the willful act or omission to act of the Releasees, and further if notwithstanding the other provisions of this Agreement, in the event of a Claim having been made against any or all of the Releasees, the undersigned who is not a minor covenants and agrees to indemnify and hold harmless the Releasees from all liability and costs with respect thereto. This includes, indemnifies, and saves harmless Her Majesty the Queen and Parks Canada as a releasee.

2. The undersigned also acknowledge and agree that they have read this Agreement, fully understand its terms, acknowledge that they have given up substantial rights by signing the Agreement and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability of the Releasees to the greatest extent permitted by law as herein provided and agree that if any part or provision of this Agreement is held to be invalid, that the balance thereof, notwithstanding, shall continue in full force and effect.
3. The provisions of this Agreement shall ensure to the benefit of and shall be binding upon the respective successors, permitted assigns, legal representatives and heirs of the Releasees and each of the undersigned.



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4. The undersigned willingly agrees to comply with the stated and customary terms and conditions for participation. If, however, the undersigned observes any unusual significant hazard during my presence or participation, the undersigned will remove themselves from participation and bring such to the attention of the nearest staff/guide immediately.
5. The undersigned will make every effort to obey safety precautions as explained by tour operators.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Participant Name (Please Print) \_\_\_\_\_

Parent or Guardian Name (Please Print) \_\_\_\_\_

(If participant is under the age of 18)

Signature \_\_\_\_\_

Emergency Contact Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

## Photo Release Waiver

I hereby authorize any images or video footage taken of myself, in whole or in part, individually or in conjunction with other images and video footage, to be displayed on the Lake Superior Watershed Conservancy Website and other official channels, and to be used for media purposes including promotional presentations and marketing campaigns.

I waive rights to privacy and compensation, which I may have in connection with such use of my name and likeness, including rights to be written copy that may be created in connection with video production, editing, and promotion therewith.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Communications

I would like to be included in email notifications concerning:

- Conservation projects
- Volunteer opportunities
- LSWC hosted events
- Fundraisers
- Canoes for Conservation news

Email Address: \_\_\_\_\_